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constitute a joint enterprise within this rule there should exist a community of interest and an equal right to direct and control the movements and conduct of each other. *Cunningham v. Thief River Falls*, 84 Minn., 21; *Elyton Land Co. v. Minges*, 89 Ala., 521. As to whether a parent's negligence is to be imputed to an infant of tender years the authorities are in conflict. It is sometimes held that the negligence of the parent or guardian is to be imputed to the infant. *Foley v. N. Y. C. & H. R. R. Co.*, 78 Hun. (N. Y.), 248; *Meeks v. So. Pac. R. R. Co.*, 52 Cal., 602. *Contra*, *Robinson v. Cone*, 22 Vt., 213; *G. H. & H. Ry. Co. v. Moore*, 59 Tex., 64. A similar conflict exists in the case of husband and wife, some courts holding that the negligence of a husband is to be imputed to his wife. *Peck v. Railroad Co.*, 50 Conn., 379; *Yahn v. City of Ottumwa*, 60 Ia., 429. *Contra*, *Sheffield v. Central Union Telephone Co.*, 36 Fed., 164; *Hoag v. Railroad Co.*, 111 N. Y., 199. In general the negligence of a carrier whether public or private, will not be imputed to a passenger. *Little v. Hackett*, 116 U. S., 366; *Louisville, etc., Packet Co. v. Mulligan*, 25 Ky. L. Rep., 1287; *Borough of Carlisle v. Brisbane*, 113 Pa. St., 544; *Nesbit v. Town of Garver*, 75 Ia., 314.

PARTNERSHIP—DE FACTO CORPORATIONS.—LIABILITY OF STOCKHOLDERS.—*JENNINGS v. DARK*, 92 N. E., 778 (IND.).—*Held*, that the stockholders of an illegal and unauthorized corporation are liable as partners, but stockholders of a *de facto* corporation acting in good faith under the belief that they are a corporation are not so liable.

A *de facto* corporation has the same capacity as a *de jure* corporation to enter into contracts, and it is sufficient to show a *de facto* existence in order to sustain an action by or against an association as a corporation. *Georgia Southern and F. R. Co. v. Mercantile, etc., Co.*, 94 Ga., 306; *Buffalo & Allegheny R. Co. v. Cary*, 26 N. Y., 75. It is sufficient to show a *de facto* existence in order to defeat an action against stockholders or members of an association as individuals on a note or other contract made by them as a corporation. *Humphrey v. Mooney*, 5 Colo., 282; *Stout v. Tulick*, 48 N. J. Law, 599; *Cochran v. Arnold*, 58 Pa. St., 399. But the failure of a *de facto* corporation to pay the state the county licenses to do business prior to the purchase of certain goods, does not affect its status as a *de facto* corporation, or render its stockholders liable as partners. *Owensboro Wagon Co. v. Bliss*, 132 Ala., 253. Where persons attempt to form a corporation, but fail to comply with the law with respect to the formation of corporations, the persons are liable as partners. *Cincinnati Cooperage Co. v. Bates*, 96 Ky., 356; *Simons v. Ingram*, 78 Mo. App., 603; *Hyatt v. Van Ripper*, 105 Mo. App., 664.

REWARDS—POWERS OF SCHOOL BOARDS—OFFERING REWARDS.—*LUCHINI v. POLICE JURY*, 53 SOU., 68 (LA.).—*Held*, that school boards are created for the purpose of furthering the education of the youth of the state, and are not authorized to offer rewards for the detection and punishment of crime, and any act of theirs having that as its object is *ultra vires*.

A school district is a corporation of quasi-municipal character. *Los Angeles High School District v. Same*, 148 Cal., 17. A corporation being

created for a specific purpose, must look to its charter, which is, as it were, the law of its nature, to ascertain the extent of its capacity. It can make no contracts forbidden by its charter, but can only make those which are necessary to effectuate the purposes of its creation. *Marshall on Corps.*, Sec. 64; *Blair v. Perpetual Insurance Co.*, 10 Mo., 559. A resolution of the county commissioners offering a reward for the finding of a missing man is in excess of their legal power, and does not authorize a contract between the county and a third person. *Scheiber v. Von Arx*, 87 Minn., 298. And a school board can exercise no other powers than those expressly granted, or which are necessarily implied from those granted. *Cumberland County District v. Fogelman*. 76 Ill., 189.

TELEGRAPHS AND TELEPHONES—NON-DELIVERY OF MESSAGES—LIMITATION OF LIABILITY.—*WESTERN UNION TELEGRAPH COMPANY V. SMITH*, 130 S. W., 622 (TEXAS).—*Held*, that the failure of the sender of a message to have it repeated does not preclude a recovery of damages caused by the negligence of a telegraph company in changing the address of the message and thereby causing its non-delivery, though the message was written on the company's blank, stipulating that the company should not be liable for the non-delivery of any unrepeatd message beyond the amount received for sending the same.

On this question the authorities are in conflict. Many courts hold that a company by a stipulation on its blank may limit its liability for ordinary negligence, unless the sender have the message repeated from the terminal to the sending station. *Primrose v. West. Union Tel. Co.*, 154 U. S., 1; *Ellis v. American Tel. Co.*, 13 Allen (Mass.), 226; *Contra: West. Union Tel. Co. v. Crawford*, 110 Ala., 460; *Wertz v. West. Union Tel. Co.*, 8 Utah, 499. But the rule as to what constitutes negligence differs in several jurisdictions. In Texas the rule is that they are not liable unless the plaintiff show affirmatively the negligence of the company. *West. Union Tel. Co. v. Hearne*, 77 Texas, 83. Some courts recognize no degree of negligence. *Brown v. Postal Tel. Co.*, 111 N. C., 187; *Reed v. West. Union Tel. Co.*, 135 Mo., 661. Kansas holds they cannot limit their liability for "gross negligence," and the burden is on the company, to show they were not negligent. *West. Union Tel. Co. v. Crall*, 38 Kan., 679. Other states hold that they can only limit their liability for mistakes occasioned by causes over which they had no control. *Gillis v. West. Union Tel. Co.*, 61 Vt., 461; *West. Union Tel. Co. v. Tyler*, 74 Ill., 168. Some jurisdictions hold, however, that such a stipulation by a telegraph company cannot limit its liability or the liability of its servants for non-delivery or for unreasonable delay in delivering. *West. Union Tel. Co. v. Way*, 83 Ala., 542; *West. Union Tel. Co. v. Broesche*, 72 Texas, 654; *Hibbard v. West. Union Tel. Co.*, 33 Wis., 558.

TRUSTS—CONSTRUCTIVE TRUSTS—FRAUD.—*RUHE V. RUHE*, 77 ATL., 797 (MD.).—*Held*, that property obtained through the fraud of a third person is held under a constructive trust for the person defrauded by the person receiving it, though the latter be innocent.